

Complaint Tracking for WI (06/01/2010-05/31/2011). Total Customer Contacts: 20

Tally	Date of Complaint	Nature of Complaint	Date of Resolution	Explanation of Resolution
1	06/01/10	A Wisconsin TTY user called to complain that the Operator typed abbreviations, and therefore did not follow the notes in the customer database. The caller stated that this happened around 4:30pm CDT today. Customer Service apologized for the problem. The customer did not want follow up but claimed his attorney would be following up.	06/01/10	The Operator said she was confused because she saw the note but said the customer was using abbreviations so she assumed it was okay. She thought someone else in the household was using relay from that number and that the notes weren't for the current customer since they were using abbreviations. The Operator was told to always follow the customers notes and to clarify with the customer if she is confused. The Operator acknowledged that she understood and would do so in the future.
2	06/23/10	The TTY user stated that her son had called her over four times only to have to hang up on the Operator due to Operator's inexperience. She expressed that service has continued to get worse. There was no follow-up requested	06/23/10	The Program Manager sent an email to the customer apologizing for her frustrations and explained that in order to follow-up with the Operator and take appropriate action the Operator's ID would be needed.
3	07/19/10	Wisconsin TTY user complains that the Operator continued to ignore his customer notes in regard to there being no abbreviations, and to use a large font size. Customer Service apologized and explained that Operators are trained to use abbreviations due to the speed of some hearing callers speech. The customer was referred to the TTY manufacturer for advice on adjusting the font size for his machine because relay can not adjust the size for him. There was no follow-up wanted.	07/19/10	The customer did not request any follow-up.
4	07/20/10	The customer sent an email to the Customer Service department July 19th, 2010 stating that "It is a constant battle trying to find an Operator capable of handling a call. This particular Operator couldn't type, couldn't spell, and took forever. It is very exasperating and I'm ready to contact the state department". Customer Service responded by thanking the customer for bringing this to our attention and that the report would be sent to the call center supervisor. The email was forwarded to the Wisconsin program manager who is also working with this customer.	07/20/10	The Operator expressed concerns about a possible technical issue, as the Operator was typing verbatim and accurately. She said the customer was instructing her to press her "enter" key three times, press her space bar and press "control U" all of which the Operator did and found no solution. The Operator was instructed to get a supervisor for assistance if something like this happens in the future. If this were to occur, the supervisor can try to resolve it at the time of occurrence and document information for a 'trouble ticket'. The Operator consistently passes quarterly typing tests with speed and accuracy. A follow up email was sent to the customer per her request.
5	07/21/10	The customer sent an email to the Program Manager and copied Wisconsin state expressing that the Operators were "inept", made constant requests for her son to repeat, and had a "bad attitude". Her son had to make repeated calls in to relay in order to get a Operator that could handle the call and when one Operator did a better job the call got dropped and he had to call back. The Program Manager sent a reply to the customer thanking her for calling this to her attention and told her the supervisors would meet with the Operators. The Program Manager told the customer that she will be in contact following the supervisor discussions.	07/21/10	The call was reviewed with both Operators. One Operator didn't remember the call specifically but felt she always tries to maintain a professional and pleasant attitude. The other Operator said she remembered a call where the outbound voice person sounded muffled and was difficult to hear. She said she apologized and turned up her headset volume but it was still difficult to hear him. She had to keep asking him to repeat so as to relay everything verbatim. She also felt she maintained a professional attitude, but the customer was frustrated and hung up. Both Operators apologized and were coached on appropriate voice tone and professionalism when pacing or asking to repeat information. An email was sent to the customer letting her know that the Operator were coached and they apologize for the inconvenience they may have caused.

6	07/25/10	An email was sent to the Team Leader stating that a Operator hung up on her while giving instructions for the call. The Team Leader apologized and told her that information would be forwarded to the appropriate person. There was not any follow-up requested.	07/26/10	The Team Leader met with the Operator who did not remember the call but was coached on asking for supervisor assistance if faced with a technical problem. The Operator was also coached on the consequences of disconnecting callers.
7	09/14/10	A customer stated that his Voice Carry Over branding was not working properly. He does show as being branded as Voice Carry Over but when the call came in, the system switched it to TTY and it took him 5 minutes to connect to the relay Operator. Customer Service Representative responded and apologized for the problem and assured that a 'trouble ticket' would be sent. There was no call back requested.	09/14/10	The 'trouble ticket' number was created. The issue was resolved.
8	09/26/10	The customer stated that the Operator did not know how to make a Voice Carry Over to Voice Carry Over call. The Customer Service Operator apologized for the inconvenience and stated that this information would be sent onto the Operators supervisor. The customer requested a follow-up e mail.	09/26/10	The supervisor pulled Operator off the floor at time of call and went over the importance of knowing Voice Carry Over to Voice Carry Over procedures. Supervisor gave Operator time to study the procedure and will quiz the Operator on it later today. The supervisor reviewed Voice Carry Over to Voice Carry Over procedures with Operator. The supervisor sent follow-up e-mail to customer per their request.
9	09/26/10	The customer stated that the supervisor informed them that relay does not do Voice Carry Over to Voice Carry Over calls. The Customer Service Operator apologized to customer and informed them that relay does do Voice Carry Over to Voice Carry Over calls. The customer requested a follow-up e mail.	09/26/10	Supervisor met with the Operator about this and gave instructions on how to better handle situations like this. Supervisor sent e-mail follow-up to customer per their request.
10	09/26/10	The customer stated that the Operator did not know how to make a Voice Carry Over to Voice Carry Over call. The Customer Service Operator apologized for the inconvenience and stated that this information would be sent onto the Operators supervisor. The customer requested a follow-up e mail.	09/26/10	The supervisor met with the Operator and reviewed procedures. The Operator demonstrated her ability in doing Voice Carry Over to Voice Carry Over calls, and has had no problems with doing them. The supervisor sent a follow-up e-mail to customer per their request.
11	10/14/10	A Wisconsin voice customer says the Operator did not connect her voice to a TTY call correctly. A voice person answered the phone and the Operator sent TTY tones without announcing the call. The supervisor apologized for the inconvenience and no follow-up was requested.	10/14/10	The Operator did recall processing this call incorrectly. The Operator was coached on proper call processing and now shows knowledge on how to correctly process this type of call.
12	11/19/10	Customer complained that the Operator did not do a good job on an Answering Machine Retrieval. An apology was made for the inconvenience, and no follow-up was requested.	11/22/10	In following up with the Operator, she did remember this call. She admits that she did not get the entire message recorded and was unable to properly process the call. The supervisor went over the steps to this call type and coached the Operator to always call for a supervisor when in doubt on how to accurately process any calls. The Operator now demonstrates knowledge of the correct procedure.
13	11/23/10	The customer states that his call notes ask for absolutely no abbreviations and this Operator still abbreviated during the call. A Customer Service Representative responded and apologized for the problem and assured that a complaint would be sent in as stated. There was no call back requested.	11/23/10	This was discussed with the Operator and who stated that he did follow the customer's notes on not to use abbreviations. The Operator stated that he was using contraction (i.e. you're for you're and I'm for I'm).

14	11/24/10	A Wisconsin Voice Carry Over customer says inbound callers are unable to hear her speaking. A Customer Service Representative apologized for the inconvenience.	11/24/10	Technician made 2 test calls with customer and he could hear her fine. He stated that it sounded like her printer was on in the background. No trouble was found.
15	11/29/10	A Wisconsin Voice Carry Over customer says she was unable to read the text on her call today. A Customer Service Representative apologized for the inconvenience. A 'trouble-ticket' was opened.	11/29/10	A call was placed to her hearing friend and she said she had not heard of any problems and all is working fine. The customer was thankful for the follow up.
16	01/24/11	A Speech to Speech customer reported that he couldn't reach an Operator.	01/24/11	The Supervisor was in the process of switching Operators in order to accommodate line shortage.
17	03/11/11	A customer stated an Operator would not give her the confirmation number she asked for. The customer had to demand for it before the Operator relayed the confirmation number. The customer also requested for a relay supervisor and she had to make three more requests before the Operator called for a supervisor.	03/11/11	The Operator was coached on call procedures and acknowledged the importance of submitting for a supervisor immediately when requested.
18	03/15/11	A customer reported that an Operator hung up on her after making the first call she needed.	03/17/11	The Operator did not remember this call, however the Operator was able to demonstrate familiarity of the disconnection procedure upon no response from the Inbound caller. The Operator was coached on the importance of not disconnecting calls.
19	05/13/11	A Voice Carry Over customer making a Voice Carry Over to Voice Carry Over call stated that the Operator typed to the wrong person during his call.	05/13/11	The Operator was attempting to use the help screen with the supervisor assistance, but the call did not go through to outbound Voice Carry Over. The Operator attempted to redial to the outbound Voice Carry Over while a supervisor watched. The issue could not be solved when the inbound Voice Carry Over hung up. The Communication Assistance's supervisor offered her some additional training Voice Carry Over calls.
20	05/25/11	A customer stated she called her sister and the Operator was rude when they are usually very nice and polite.	05/25/11	Followed up with the Operator. Operator said she tried to redirect the voice customer to speak to the caller and felt she used the appropriate phrase in a polite manner. Coached the Operator on the importance of having a polite helpful tone when using phrases to educate.



**Wisconsin FCC
2011 - 2012
Complaint Log**

Complaint Tracking for WI (06/01/2011-05/31/2012). Total Customer Contacts: 7

Tally	Date of Complaint	Nature of Complaint	Date of Resolution	Explanation of Resolution
1	09/11/11	A TTY customer called in and requested answering machine retrieval and the Operator hung up on him. He did not have the Operator ID but said the call was between 1:54 AM and 1:57 AM. He mentioned he had a hard time finding an Operator that could do an answering machine retrieval and had to call back multiple times to find one and it was frustrating. He wants this concern addressed and would like a follow up call regarding this issue (answering machine retrieval handling). Customer service representative apologized to the customer and that his concerns would be forwarded to the appropriate person. The Customer requested follow up.	09/11/11	At 11:22 AM, a follow up call was attempted and reached an answering machine. A message notifying him that a plan of action is being implemented on the answering machine retrieval call procedure. The Operator handling the call was identified and the Operator was coached on the importance of not disconnecting calls. Also, the Operator was advised of the consequences of doing so.
2	09/14/11	A TTY customer called in and requested an answering machine retrieval and the Operator hung up on him. He did not have the Operator ID but said the call was between 1:50 AM and 1:57 AM. He mentioned he had a very hard time finding an agent that can do the answering machine retrieval. He had to call back multiple times to find one and it was very frustrating. He would like this to be addressed and wants a follow up call regarding this issue (answering machine retrieval handling). An apology was made to the customer and that his concerns would be forwarded to the appropriate person. The Customer requested follow up.	09/14/11	At 11:22 AM on Sept 14th, a follow up call was attempted and reached an answering machine. Customer service representative left a message notifying him that agents will be reminded of the answering machine retrieval call procedures. The Operator remembered the call and he had processed the call with the aid of the assistant supervisor and there was no problem with processing the call. The Operator disconnecting the call was identified and action was taken.
3	09/21/11	Accuracy of captions	09/26/11	A Customer shared feedback regarding the accuracy of captions and provided specific call data. The Customer Service Representative apologized for the incidence and thanked the customer for the feedback. Call detail was shared with Call Center management. Call center management followed up with the Operator and more coaching will be provided.
4	10/11/11	A Caller said an Operator kept typing everything he said to him instead of the person's words he was talking to. Customer service representative apologized for the inconvenience. Follow up not requested on this issue.	10/11/11	A Supervisor followed up with the Operator and the Operator did remember having trouble processing this call type properly. The supervisor reviewed proper procedure with the Operator and offered refresher training for future call processing.
5	10/25/11	A Customer called to complain that the Operator did not follow an instruction note that read "NO Abbreviations". The call was a court hearing and important to understand. He said he could send a fax or email copy of the conversation. A Customer Service Representative thanked the caller for letting us know and told him the report would be sent to the call center supervisor. He would like follow up via email or phone.	10/25/11	In reviewing the transcript of the call sent by the customer, no abbreviations were used in the call process. However, the Operator did display poor typing skills and spelling. The Operator was coached on accuracy, spelling and pacing. A follow up email was sent to the customer on 11/5/2011.
6	01/04/12	A Wisconsin TTY customer is unable to get through to Wisconsin relay when dialing 711 or the TTY 800 number. Both reached a busy signal. Customer service representative apologized for the inconvenience. A trouble ticket was created. Follow-up was requested by the customer.	01/04/12	A voice message was left on January 4 and 11 but the customer has not called back. Another call was made on March 9 and the customer stated that all has been taken care of.
7	04/19/12	A Customer's helper reported no dial tone.	05/19/12	The Customer Service Representative advised the customer's helper to contact the telephone service provider for further assistance with restoring phone service to their phone lines. The Customer Service Representative confirmed that the customer is able to make and receive successful captioned phone calls.

Appendix K:
Copy of TRS RFP

PROPOSALS MUST BE SEALED AND ADDRESSED TO:

AGENCY ADDRESS:

USPS Address

Lizabeth Ascher
State Bureau of Procurement
WI Department of Administration
P.O. Box 7867
Madison, Wisconsin 53707-7867

Common Carrier Address

Lizabeth Ascher
State Bureau of Procurement
WI Department of Administration
101 East Wilson Street, 6th Floor
Madison, Wisconsin 53703-3405

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

PROPOSER (Name and Address)

☐ Remove from proposer list for this commodity/service. (Return this page only.)

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal # **27927-LAA**. Late proposals will be rejected. Proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposer should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award

Proposals MUST be in this office no later than

July 1, 2009, 2:00 p.m. Central Time

No Public Opening x

Name (Contact for further information)

Lizabeth Ascher

Phone

Date

608-266-9796

May 20, 2009

Quote Price and Delivery FOB

x FAX responses are not acceptable

Description

REQUEST FOR PROPOSAL

RFP 27927-LAA

FOR

TELECOMMUNICATIONS RELAY SERVICE AND CAPTIONED TELEPHONE RELAY SERVICE

Issued by the:

STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION

STATE BUREAU OF PROCUREMENT

for the

DIVISION OF ENTERPRISE TECHNOLOGY

BUREAU OF INFRASTRUCTURE SUPPORT

Payment Terms:

Delivery Time:

☐ We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550.

☐ We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States

☐ Yes ☐ No ☐ Unknown

In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition, that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our proposal.

Name of Authorized Company Representative (Type or Print)

Title

Phone ()

Fax ()

Signature of Above

Date

Federal Employer Identification No.

Social Security No. if Sole Proprietor (Voluntary)

This form can be made available in accessible formats upon request to qualified individuals with disabilities.

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ATTACHMENTS

Appendix A – Pricing Sheet for TRS

Appendix B – Pricing Sheet for CTS

1.0 GENERAL INFORMATION

1.1 Introduction and Background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Telecommunications Relay Service (TRS) and/or Captioned Telephone Relay Service (CTS).

1.2 Scope of the Project

1.2.1 Project Description

These services will incorporate relay technology, the use of highly trained and specially skilled Communications Assistants (CA) and be available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

1.2.2 Objective

Provide people in the State of Wisconsin who have disabilities access to telecommunications services in a manner functionally equivalent to voice to voice by following the prevailing standards of telecommunications relay service and captioned telephone relay service.

1.2.3 Needs

The State as represented by its Department of Administration intends to use the results of this process to award a five (5) year contract for Telecommunications Relay Service and Captioned Telephone Relay Service. The State makes no guarantees regarding the amount of business that may be received from a contract as a result of this RFP.

The State retains the option of awarding either a single contract for Telecommunications Relay Service and Captioned Telephone Relay Service to a single proposer or multiple contracts (one for Telecommunications Relay Service and one for Captioned Telephone Relay Service) to multiple proposers, whichever is in the best interest of the State. The State shall be the sole judge of what is in the best interest of the State.

End user captioned telephone equipment shall NOT be included in this RFP and may not be purchased as part of the resulting contract.

1.2.4 Current Operations

Wisconsin Telecommunications Relay Service (WTRS) is funded by an assessment on Wisconsin telecommunications providers. The State's current WTRS provider for both Telecommunications Relay Service and Captioned Telephone Relay Service is Hamilton Telecommunications. The current contract, which was for a three (3) year period with two (2) optional one-year renewals, ended on January 31, 2009. The contract with Hamilton Telecommunications continues on a month-to-month basis.

The current contract allows for other state's relay traffic to be routed through the Wisconsin Relay Center and a per minute cost savings is provided for these calls. The cost savings is reflected in Table 1.2.4.2. The total minutes, including the minutes from other state's traffic, for year 5 of the current contract averages 460,800 minutes per month.

Overall annual spend against the current contract is as follows:

Wisconsin Telecommunications Relay

Table 1.2.4.1		
Current Contract Annual Spend		
M = Million		
	CTS	TRS
Year 1	.202M	2.68M

Year 2	.271M	2.34M
Year 3	.317M	2.02
Year 4	.501M	1.7M
Year 5	1.6M	1.33M

Year five (5) monthly rates per billable minute under the current contract are as follows:

Table 1.2.4.2	
Current Wisconsin Telecommunications Relay Service	
Current Rates per Billable Minute*	
TRS	
0 – 299,999 minutes used per month	\$1.1150
300,000 – 399,999 minutes used per month	\$1.1125
400,000 – 499,999 minutes used per month	\$1.1100
500,000 – 599,999 minutes used per month	\$1.1075
600,000 and above minutes used per month	\$1.1050
CTS	\$1.56

* Aggregate billable minutes in Wisconsin Relay Center that includes Wisconsin and other states.

The following operational usage statistics are averages based on data from July 2006 through March 30, 2009:

Table 1.2.4.3			
Telecommunications Relay Service (TRS)			
Operational Statistics for State of Wisconsin Usage			
	July 2006 – June 2007	July 2007 – June 2008	July 2008 – March 30, 2009
Average monthly inbound calls	37,585	30,000	26,100
Average inbound call traffic percentages			
Local	78%	78%	78%
Intra-state	7%	7%	7%
Inter-state	6%	6%	6%
Toll-free	9%	9%	9%
Average billable minutes per month	98,250	77,750	70,000
Average minutes of conversation time per call	4.3	4.3	4.3

Table 1.2.4.4

Captioned Telephone Service (CTS)			
Operational Statistics for State of Wisconsin Usage			
	July 2006 – June 2007	July 2007 – June 2008	July 2008 – March 30, 2009
Number of CTS users	428 (June 2007)	732 (June 2008)	884 (March 2009)
Average monthly inbound calls	8,980	15,000	16,400
Average inbound call traffic percentages			
Local	0%	0%	0%
Intra-state	82%	82%	82%
Inter-state	10%	10%	10%
Toll-free	8%	8%	8%
Average billable minutes per month	22,300	35,000	40,000
Average minutes of conversation time per call	2.6	2.6	2.6

1.3 Procuring and Contracting Agency

This Request for Proposal (RFP) is issued by the Wisconsin Department of Administration Bureau of Procurement which is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for managing the procurement process is Lizabeth Ascher.

The contract(s) resulting from this RFP will be administered by the Wisconsin Department of Administration Division of Enterprise Technology. The contract administrator will be Jack Cassell or successor.

1.4 Definitions

The following definitions are used through the RFP.

2-Line VCO means the capability allowing a deaf or hard of hearing customer to speak directly to the standard telephone user via the Relay and to be able to receive responses typed in text by the CA. This capability is particularly effective for deaf and hard of hearing customers who are able to voice for themselves. For deaf and hard of hearing customers who are able to hear to some degree, this capability allows them to hear directly what is being said by the standard voice user while still receiving those responses in text. Two separate telephone lines are needed to use this feature. One of those two lines must have three-way calling service enabled by the local telephone company. It is this line that enables the deaf/hard of hearing customer, standard voice user, and CA to be connected together (conference together). On this line, the CA listens to the conversation only and types what the standard voice user voices. The typing that is performed by the CA is done on the other telephone line that is connected to the text device being used by the deaf/hard of hearing customer (e.g., TTY, computer). 2-Line VCO users must be able to initiate or receive a 2-Line VCO call.

7-1-1 means a three-digit code that enables both voice and Teletypewriter users to be connected to a TRS CA from anywhere in the United States.

9-1-1 means a three-digit code that enables both voice and Teletypewriter users to be connected to emergency services from anywhere in the United States.

Abandoned Call means an incoming call reaching the TRS and/or CTS Relay but not answered by a CA.

ADA Title IV/FCC Requirements means Title IV of the Americans with Disabilities Act (ADA) – Telecommunications services for hearing-impaired and speech-impaired individuals codified at 47 U.S.C. s. 225. A current copy may be found at www.fcc.gov/cgb/dro/title4.html.

ANI means Automatic Number Identification, a telephone network feature that passes the number of the telephone the caller is using to the relay center, real-time.

Appropriate PSAP means either a PSAP that the caller would have reached if the caller had dialed 9-1-1 directly, or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner.

ASCII means American Standard Code for Information Interchange, an 8-bit code that can operate at any standard transmission Baudot rate from 300 to 14,400.

Baud or Baudot means a measure of transmission speed related to TTY Transmission over an analog telephone line.

Billable Minutes means the actual recorded length of time (conversation minutes) during which the relay is connected to the Calling Party and the Called Party excluding Call Set-Up and Call Wrap-Up times. This definition applies to both TRS and CTS.

Blocked Call means any call to the TRS or CTS Relay that receives a busy signal, therefore is blocked from entering the relay center queue.

CA means Communication Assistant, the person who transliterates conversation from text to voice and from voice to text between two end users of WTRS (Source; CC Docket. 90-571, FCC 92-213, 7/26/96).

Call Duration means the actual recorded length of time between the set-up at the Relay of the Call Set-Up and the Call Wrap-Up.

Call Set-Up means the actual recorded length of time between the Calling Party connection to the CA and the CA out-dialing of the Called Party's number.

Call Wrap-Up means the actual recorded length of time for the CA disconnection of the Called Party from the Calling Party.

Called Party means the outbound leg of a Relay call, the person being called by the inbound leg or Calling Party.

Calling Party means the inbound leg of a Relay call, the person placing a call to the Called Party.

Completed Outgoing Call means an outgoing call that is answered by the Called Party that includes any person at the Called Party's number, answering machine, voice mail, or forwarded to another telephone number.

Confidential Information means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or, (iii) information expressly designed as confidential in writing by the State.

Contract means the written agreement(s) between the successful Proposer(s) and the State covering the services to be performed pursuant to this RFP.

Contract Administrator means the individual in the Division of Enterprise Technology responsible for administering the Contract(s) including TRS and CTS Relay technology, enterprise telecommunication policy and operational day-to-day questions/issues.

Contract Manager means the individual in the State Bureau of Procurement responsible for managing this Request for Proposal and subsequent contractual issues.

Contractor means a Proposer(s) that is awarded a Contract(s) under this RFP.

CTS means Captioned Telephone Service.

Customer Profile Database means the database used in association with each inbound call for querying by name, telephone number and/or personal identification number (PIN), as defined in Customer Profile Retrieval, for all outbound calls.

Customer Profile Retrieval – means the ability of a TRS and/or CTS Relay customer to access their customer profile from a telephone line other than the one associated with their profile (e.g., pay phone, wireless device, etc.).

DET means the Division of Enterprise Technology.

Department means the Department of Administration.

Emergency Call means when a Calling Party requests 9-1-1 or an emergency hotline.

FCC means Federal Communications Commission.

FCC TRS Regulations means Federal Communications Commission Telecommunications Relay Service Regulations in 47 C.F.R. s. 64.601 – 64.605 as amended from time to time which can be found at www.fcc.gov.

Functionally Equivalent means performance in a TRS/CTS call of substantially the same function to achieve the same result as that in a voice-to-voice telephone call by individuals who do not need TRS/CTS for effective telecommunications.

General Assistance Calls means a category of TRS and/or CTS Relay incoming call not associated with Called Party call attempt because of such reasons as, but not limited to: either the CA or the Calling Party cannot hear or read the other due to technical problems, the Calling Party may only be seeking information from the CA, the Calling Party may have misdialed, or the Calling Party may have forgotten the telephone number of the Called Party.

HCO means Hearing Carryover, a reduced form of TRS where the person with a speech disability is able to listen to the other end user and, in reply, the CA speaks the text as typed by the person with the speech disability. The CA does not type any conversation (Source: CC Docket. 90-571, FCC 91-213, 7/26/91).

Incoming Call means the portion of the TRS and/or CTS Relay connection from the Calling Party to the relay facility. Incoming calls may originate from either a telephone user or a TTY user.

Incomplete Outgoing Call means an outbound call from the TRS and/or CTS Relay that is not answered by the Called Party due to ring-no-answer, busy line signal or busy trunk signal.

IP means Internet Protocol.

M means Million.

MBE means Minority Business Enterprise.

NECA means National Exchange Carriers Association, the company contracted by the FCC that oversees the FCC's TRS Fund (see URL address: www.neca.org).

Outgoing Call means the portion of the TRS and/or CTS Relay connection from the relay facility to the Called Party.

P.01 means a standard or grade of service upon which blocked calls are measured meaning the probability that one call in one hundred calls may be blocked.

Personally Identifiable Information means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or, (e) the individual's unique biometric data, including fingerprinting, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Proposer means any individual, company, corporation, or other entity that responds to this RFP.

Proposal means the complete response of a Proposer submitted on the approved forms and setting forth the Proposer's prices for providing the services described in this RFP.

PSAP means Public Safety Answering Point, the facility designated to receive 9-1-1 calls and route them to emergency services personnel as provided in 47 C.F.R. 64.3000©.

PSC means Wisconsin's Public Service Commission.

Queue means the relay system holds callers until a CA becomes available.

Relay means Telecommunications Relay Service and/or Captioned Telephone Service, a telecommunication system that uses operators or Communications Assistants (CA) to facilitate telephone calls between people with hearing and speech disabilities and other individuals.

Relay Operator means Communications Assistant (CA).

Request for Proposal (RFP) means the competitive procurement process used by the State to establish a TRS and/or CTS Relay contract(s).

SBOP means the Department of Administration's State Bureau of Procurement.

Service Outage means a complete failure of the TRS and/or CTS equipment used to process calls that renders the relay one-hundred percent (100%) incapable of processing relay calls.

Speech-to-Speech Relay means a form of Relay that provides Communication Assistants (CA) for people with speech disabilities who have difficulty being understood on the telephone. STS CAs are trained individuals familiar with many different speech patterns and language recognition skills.

STS means Speech-to-Speech.

State means the State of Wisconsin.

Subcontract means any agreement, written or oral, financial or non-financial, between the Proposer and any other party to fulfill the requirements and performance obligations of the contract, including any agreement between the Proposer or a Subcontractor and any other provider of services when the Subcontractor is acting for or on behalf of the Proposer.

Subcontractor means any entity that enters into any agreement with the Proposer for the purpose of delivering Telecommunications Relay Service and/or Captioned Telephone Service Relay to the State.

Switch means Proposer's telephone switching equipment.

Telecommunications Relay Service means a telephone transmission system that provides the ability for an individual who has a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability to communicate using voice communication services by wire or radio. Such term includes services that enable two-way communication between an individual who uses a text telephone or other non-voice terminal device and an individual who does not use such devices.

Telecommuting means working off-site or the process of commuting to the office through a communications link.

TEPP means Telecommunications Equipment Purchase Program.

TRS means Telecommunications Relay Service, a telecommunication system that uses operators or Communication Assistants (CA) to facilitate telephone calls between people with hearing and speech disabilities and other individuals.

True Caller ID means Relay users who subscribe to Caller ID services from their local telephone provider are able to view the originating telephone number of the Calling Party rather than the telephone number of the Relay Service processing the relay call.

TSP means the FCC's Telecommunications Service Priority program which provides national security and emergency preparedness users priority authorization of telecommunications services that are vital to coordinating and responding to crises.

TTY means a teletypewriter which facilitates typewritten communication through a standard telephone line.

TTY to TTY Call means a TTY user opting to use the TRS to contact another TTY user when an internal switchboard or some other automated voice response system prevents the TTY from calling direct.

TTY User means a person using a TTY or similar device to communicate over a telephone line.

User means either the Calling Party or the Called Party.

VCO means Voice Carryover.

Voice Carryover Relay Service means a form of TRS where the person with the hearing disability is able to speak directly to the other end user. The CA types back to the person with the hearing disability. The CA does not voice the conversation. (Source: CC Docket No. 90-571, FCC 91-213, 7/26/91).

WTRS means Wisconsin's contracted Telecommunications Relay Service and Captioned Telephone Relay Service.

1.5 Clarification and/or Revisions to the Specifications and Requirements

Any questions concerning this RFP must be submitted in writing, via email (preferred) to beth.ascher@wisconsin.gov or USPS or Common Carrier delivery, on or before June 3, 2009, 2:00 P.M. Central Time to:

Lizabeth Ascher
IT Sourcing Procurement Specialist
Wisconsin Department of Administration, State Bureau of Procurement

USPS Address
P.O. Box 7867
Madison, Wisconsin 53707-7867

Common Carrier Address
101 East Wilson Street, 6th Floor
Madison, Wisconsin 53703-3405

Telephone calls and/or faxes shall not be accepted.

Vendors must raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should notify the above named individual of such error and request modification or clarification of the RFP by the above date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be published on VendorNet.

Any contacts with State employees concerning this RFP are prohibited, except as authorized by the RFP manager, during the period from date of release of the RFP until the notice of intent to award a contract is released. Violation of this condition may be considered sufficient cause for automatic rejection of a proposal.

1.6 Vendor Conference

A vendor conference may be held to respond to written questions and to provide any needed additional instruction to vendors on the submission of proposals. Proposers shall be notified in writing if the State determines a vendor conference is necessary. All vendors who intend to respond to the RFP must attend the vendor conference.

1.7 Reasonable Accommodations

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations contact Lizabeth Ascher at (608) 266-9796 (voice) or beth.ascher@wisconsin.gov (email).

1.8 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this Request for Proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed by the State. In the event that the State finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

<u>DATE</u>	<u>EVENT</u>
May 15, 2009	Date of issue of the RFP.
June 3, 2009, 2 P.M., Central Time	Last day for submitting written inquiries for clarification and/or revisions to the specifications and requirements.
June 10, 2009	Estimated date to publish notification of supplements or revisions to the RFP on VendorNet.
July 1, 2009, 2 P.M., Central Time	Proposals due from vendors.
July 30, 2009	Estimated date to send notification of intent to award to vendors.

1.9 Contract Term and Funding

The contract(s) shall be effective on the date indicated on the purchase order, the contract execution date, or mutually agreed upon contract start date and shall run for five (5) years from that date.

1.10 Cancellation and Termination

The State may terminate the contract(s) at any time at its sole discretion by delivering thirty (30) days written notice to the contractor(s). Upon termination, the State's liability will be limited to the value of the cost of the products and support provided as of the date of termination plus expenses incurred with the prior written approval of the State.

In the event that the contractor terminates the contract, for any reason whatsoever, contractor shall refund to the State within ten (10) days of said termination all payments made hereunder by the State to the contractor for items and/or work not delivered or not accepted by the State. Such terminations require

written notice delivered by the contractor to the State not less than ninety (90) days prior to said termination.

The contract may also be suspended or terminated for the following reasons:

- Non-appropriation of funds.
- Failure to comply with the terms and conditions of the contract.
- Failure of the contractor to comply with all applicable laws, regulations, rules and standards of the State of Wisconsin.

In addition, the State reserves the right to terminate the resulting contract(s) for reasons of breach of contract, by giving written notice to contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Contractor shall, in the event of such termination, be entitled to receive compensation for any work accepted hereunder in accordance with the State's order(s). Contractor shall also be compensated for partially completed work in the event of such termination. The compensation for such partially completed work shall be no more than the percentage of completion of each work effort, as determined in the sole discretion of the State, times the corresponding payment for completion of such work as set forth in the State's order(s).

Upon cancellation, termination or other expiration of the resulting contract, each party shall forthwith return to the other all papers, materials, and other properties of the other held by each for purposes of execution of the contract/agreement. In addition, each party will assist the other party in the orderly termination of this contract/agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

1.11 VendorNet Registration

Only Bidders registered with the State of Wisconsin's VendorNet will receive future official notice for this service/commodity. The State of Wisconsin's purchasing information and bidder notification service is available to all businesses and organizations that want to sell to the state. Anyone may access VendorNet on the Internet at <http://vendornet.state.wi.us> to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state. Bidders may use the same Web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the state. A subscription with notification guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value over \$25,000. Organizations without Internet access receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$25,000 or less. Bidders also may receive e-mail notices of these simplified bid opportunities.

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General instructions

Each proposal shall stipulate that it is predicated upon the requirements, terms, and conditions of this RFP and any supplements or revisions thereof.

Modification of text or format of the RFP will result in rejection of the proposal.

The evaluation and selection of a contractor(s) and the resulting contract(s) will be based on the information submitted in the vendor's proposal plus references and any required presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2 Incurring Costs

The State of Wisconsin is not liable for any cost incurred by proposers in replying to this RFP.

2.3 Submitting the Proposal

Proposals may be presented by a singular administrative entity that will assume responsibility for the financial, technical and human resource elements needed to provide the quality of service required by this RFP for Telecommunications Relay Service AND Captioned Telephone Relay Service and ensuing contract. This is not to preclude subcontracting relationships.

Or, proposals may be presented by a singular administrative entity that will assume responsibility for the financial, technical and human resource elements needed to provide the quality of service required by this RFP for Telecommunications Relay Service OR Captioned Telephone Relay Service. This is not to preclude subcontracting relationships.

Proposers must submit an original, marked as such, and five (5) copies of all materials required for acceptance of their proposal by July 1, 2009, 2:00 p.m. Central Time to:

Lizabeth Ascher
IT Sourcing Procurement Specialist
Wisconsin Department of Administration, State Bureau of Procurement

USPS Address
P.O. Box 7867
Madison, Wisconsin 53707-7867

Common Carrier Address
101 East Wilson Street, 6th Floor
Madison, Wisconsin 53703-3405

Proposals must be received in the above office by the specified time stated above. All proposals must be time-stamped as accepted by the Purchasing Office by the stated time. Proposals not so stamped will not be accepted. Receipt of a proposal by the State mail system does not constitute receipt of a proposal by the Purchasing Office, for purposes of this RFP.

To ensure confidentiality of the document, all proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- Request for proposal title: Telecommunications Relay Service and Captioned Telephone Relay Service
- Request for proposal number: RFP 27927-LAA
- Proposal due date: July 1, 2009, 2:00 p.m. Central Time

An original plus five (5) copies of the **Cost Proposal** must be sealed and submitted as a separate part of the proposal. The outside of the envelope must be clearly labeled with the words "Cost Proposal, RFP 27927-LAA (Telecommunications Relay Service and Captioned Telephone Relay Service)" and name of the vendor and due date (July 1, 2009, 2:00 p.m. Central Time). The cost proposal is due to the addressee on the due date and time noted above.

Vendor must submit its **Cost Proposal** on the form(s) provided in Appendix A (TRS) and/or Appendix B (CTS) according to the instructions provided. Failure to provide any requested information in the prescribed format may result in disqualification of the proposal.

No mention of the **Cost Proposal** or pricing shall be made in the responses to other requirements/specifications of this RFP.

2.4 **Proposal Organization and Format**

Proposals must be typed and submitted on 8.5 by 11 inch paper bound securely. Proposals must be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading must be separated by tabs or otherwise clearly marked. The RFP sections to submit or respond to are:

- ☐ **Tab 1 – Cover Page (Mandatory)**
Completed Request for Proposal sheet, form DOA-3261 (1st page of this RFP). Form must be signed by the person in the proposer's organization who is responsible for the decision as to the prices being offered in the cost proposal or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices.

- ☐ **Tab 2 – Table of Contents (Mandatory)**

Provide a list of contents listing each section of the proposal, including the attachments specified in this RFP and any additional materials submitted.



Tab 3 – Introduction/Transmittal Letter (Mandatory)

Provide the introduction/transmittal letter written on proposer's official business stationary and signed by an official authorized to legally bind the proposer. The introduction/transmittal letter must include:

- Name and title of proposer representative.
- Name and address of company.
- Telephone number, fax number, and e-mail address.
- RFP number and title.
- An itemization of all materials and enclosures submitted in response to the RFP.
- A reference to any RFP addenda received by the proposer. If none have been received, include a statement to that effect.
- A statement that the proposer believes its proposal meets all the requirements set forth in the RFP.
- A statement that no attempt has been made or will be made by the proposer's organization to induce any other person or firm to submit or not to submit a response for the purpose of restricting competition.
- A statement acknowledging that the proposal conforms to State of Wisconsin procurement rules and procedures articulated in this RFP and all terms and conditions specified in this RFP.
- A statement acknowledging that the proposer agrees to adhere to all terms and conditions of this RFP and subsequent contract(s).
- A statement that the individual signing the proposal is authorized to make decisions as to the prices quoted and that she/he has not participated and will not participate in any action contrary to the RFP.
- The proposer's assurance that the proposal will remain in full force and effect for at least ninety (90) days from the RFP due date.)



Tab 4 – General Proposal Requirements (Mandatory)

Provide response to each requirement in Section 4.0 of this RFP. Include staff qualifications as required in specifications. NOTE: Proposer References (Section 4.3) are to be included under Tab 10 with Required Forms.



Tab 5 – FCC Mandatory Minimum Standards for Telecommunications Relay Service (TRS) (Mandatory for TRS proposers only)

Provide response to each requirement in Section 5.0 of this RFP.



Tab 6 – Additional Telecommunications Relay Service (TRS) Technical Requirements (Mandatory for TRS proposers only)

Provide response to each requirement in Section 6.0 of this RFP. Include materials as required in specifications.



Tab 7 – FCC Mandatory Minimum Standards for Captioned Telephone Relay Service (CTS) (Mandatory for CTS proposers only)

Provide response to each requirement in Section 7.0 of this RFP.



Tab 8 – Additional Captioned Telephone Relay Service (CTS) (Mandatory for CTS proposers only)

Provide response to each requirement in Section 8.0 of this RFP.



Tab 9 – Cost Proposal (Appendix A Mandatory for TRS proposers only and Appendix B Mandatory for CTS proposers only)

Provide Cost Proposal(s) per directions in Sections 2.3 and 9.0 of this RFP.



Tab 10 – Required Forms (Mandatory)

Provide completed forms required in Section 12.0 of this RFP.

**Appendix (Optional)**

May include additional information proposer deems necessary to substantiate their proposal.

2.5 Multiple Proposals

Multiple proposals from a vendor will be permissible; however, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple proposals.

2.6 Oral presentations and Site Visits

Top scoring vendors based on an evaluation of the written proposal may be required to participate in presentations to support and clarify their proposals, if requested by the State. The State will make every reasonable attempt to schedule each presentation at a time that is agreeable to the proposer. Failure of a proposer to participate in a presentation on the date scheduled may result in rejection of the vendor's proposal.

2.7 Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal in writing at any time up to the proposal closing date and time or upon expiration of sixty (60) days after the due date and time if received by the RFP project manager. To accomplish this, the written request must be signed by an authorized representative of the proposer and submitted to the RFP project manager. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal closing date and time.

2.8 Specifications, Terms and Conditions

The specifications and standard and supplemental terms and conditions contained in this RFP shall govern this proposal and subsequent award. Vendors must accept these specifications and terms and conditions. The State reserves the right to negotiate contractual terms and conditions other than those in the State of Wisconsin Contract when it is in the best interest of the State to do so.

3.0 PROPOSAL SELECTION AND AWARD PROCESS**3.1 Preliminary Evaluation**

The proposals will be reviewed initially to determine if mandatory requirements are met. Failure to meet mandatory requirements will result in rejection of the proposal. In the event that all vendors do not meet one or more of the mandatory requirements, the State reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

3.2 Proposal Scoring

The vendor offering the lowest Cost Proposal will receive the highest number of points. All other vendor cost proposals will be assigned points that correlate to those assigned to the lowest cost proposal. In addition, the State does not wish to receive Cost Proposal(s) that are simply and solely based on the current National Exchange Carrier Association TRS/CTS rates. Therefore, it is important that vendors present their Cost Proposal(s) in the spirit of the most competitive vendors can offer.

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. Proposals from certified Minority Business Enterprises may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) preference to these businesses (Wis. Stats. 16.75(3m)). The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

3.3 Evaluation Criteria

All specifications in this RFP are mandatory meaning proposers must comply with each requirement. Specific requirements, noted in the table below and labeled "POINTS AVAILABLE" in this RFP, have the potential for a score up to the highest number of points available based on the proposer's ability to meet and/or exceed the requirement. In responding to "POINTS AVAILABLE" requirements proposers must provide a clear and concise explanation regarding how their company will meet and/or exceed each requirement.

The proposals will be scored using the following criteria:

TRS Portion of this RFP		CTS Portion of this RFP	
Description	Points	Description	Points
1. General Proposal Requirements Section 4.1 Organization Capabilities Section 4.2 Staff Qualifications Section 4.3 Proposer References	200	1. General Proposal Requirements Section 4.1 Organization Capabilities Section 4.2 Staff Qualifications Section 4.3 Proposer References	200
2. Technical Requirements <u>Section 5.0 FCC Mandatory Minimum Standards</u> Section 5.2.2.2 Speed of Answer Section 5.2.2.2.4 P.01 Standard <u>Section 6.0 Additional Technical Requirements</u> Section 6.5 VCO and HCO Level Section 6.8 Intercept Messages Section 5.15 Customer Profile Database Section 6.16 Toll-Free Telephone Support Section 6.18 Education and Outreach Section 6.19 Technology Development	800	2. Technical Requirements <u>Section 7.0 FCC Mandatory Minimum Standards</u> Section 7.2.1.2 Speed of Answer Section 7.2.1.2.4 P.01 Standard <u>Section 8.0 Additional Technical Requirements</u> Section 8.4 Intercept Messages Section 8.9 Toll-Free Telephone Support Section 8.11 Education and Outreach Section 8.12 Technology Development	800
3. Cost	700	3. Cost	700
TOTAL	1,700	TOTAL	1,700

TRS SCORING: The evaluation committee must award at least seven-hundred and fifty (750) combined points for the General and Technical requirements prior to having the cost proposal scored. A proposal that receives less than seven-hundred and fifty (750) points on these sections will be ineligible for further consideration.

CTS SCORING: The evaluation committee must award at least seven-hundred and fifty (750) combined points for the General and Technical requirements prior to having the cost proposal scored. A proposal that receives less than seven-hundred and fifty (750) points on these sections will be ineligible for further consideration.

3.4 Right to Reject Proposals and Negotiate Contract Terms

Proposals which do not comply with instructions or are unable to comply with specifications contained in this RFP may be rejected by the State. The State may request reports on a proposer's financial stability and if financial stability is not substantiated may reject a proposer's proposal. The State retains the right to accept or reject any or all proposals, or accept or reject any part of a proposal deemed to be in the best interest of the State. The State shall be the sole judge as to compliance with the instructions contained in this RFP.

The State may negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the agency may negotiate a contract with the next highest scoring proposer.

3.5 Award and Final Offers

The State will compile the final scores (technical and cost) for each proposal. The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the vendor, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The award then will be granted to the highest scoring proposer. However, a proposer should not expect that the State will request a best and final offer.

3.6 Notification of Intent to Award

All vendors who respond to this RFP will be notified in writing of the State's intent to award the contract(s) as a result of this RFP.

After notification of the intent to award is made, and under the supervision of agency staff, copies of proposals will be available for public inspection from 8:00 a.m. to 3:00 p.m. at 101 East Wilson Street, 6th Floor, Madison, Wisconsin 53703-3405. Vendors may schedule reviews with Lizabeth Ascher at (608) 266-9796 or beth.ascher@wisconsin.gov to ensure that space is available for the review.

3.7 Appeals Process

The appeals procedure applies to only those requests for proposals that are greater than \$25,000. Notices of intent to protest and protests must be made in writing. Protestors must make their protests as specific as possible and must identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be filed with:

<u>USPS ADDRESS</u>	<u>COMMON CARRIER ADDRESS</u>
Thomas Sanew State Bureau of Procurement WI Department of Administration P.O. Box 7867 Madison, Wisconsin 53707-7867	Thomas Sanew State Bureau of Procurement WI Department of Administration 101 East Wilson Street, 6 th Floor Madison, Wisconsin 53703-3405

and received in his office no later than five (5) working days after the notices of intent to award are issued. The written protest must be received in his office no later than ten (10) working days after the notices of intent to award are issued.

An appeal from a denial of a protest must allege a violation of a statute or provision of Chapter 16 of the Wisconsin Statutes, and must be made in writing and mailed or hand-delivered to the Secretary of the Department of Administration at the following address within five (5) working days of the issuance of the denial. No electronic submission (e-mail or fax) of protests shall be accepted:

<u>USPS ADDRESS</u>	<u>COMMON CARRIER ADDRESS</u>
Michael L. Morgan, Secretary WI Department of Administration Office of the Secretary P.O. Box 7864 Madison, Wisconsin 53707-7864	Michael L. Morgan, Secretary WI Department of Administration Office of the Secretary 101 East Wilson Street, 10 th Floor Madison, Wisconsin 53703-3405

3.8 Order of Precedence

If there is a conflict or inconsistency between provisions of the resulting Contract(s), RFP 27927-LAA including subsequent amendments for Telecommunications Relay Service and Captioned Telephone Relay Service, or proposer's response to the RFP and offers, the conflict or inconsistency shall be resolved by giving precedence in the following descending order:

- a. Applicable State of Wisconsin statutes and regulations.
- b. The terms of the resulting Contract(s).
- c. The terms of RFP 27927-LAA, including any amendments, for Telecommunications Relay Service and Captioned Telephone Relay Service.
- d. The terms of Proposer's response to the RFP as accepted by the State.

3.9 News Releases

News releases pertaining to the RFP or to the acceptance, rejection, or evaluation of proposals shall not be made without the prior written approval of the State.

4.0 GENERAL PROPOSAL REQUIREMENTS

ALL SPECIFICATIONS IN THIS SECTION ARE MANDATORY

Responses to general proposal requirements must be statements “does comply” or “does not comply” followed by detailed explanation of those statements.

4.1 Organization Capabilities (POINTS AVAILABLE)

Describe the firm's experience and capabilities in providing similar services to those required. Be specific and identify projects, dates, and results.

4.2 Staff Qualifications (POINTS AVAILABLE)

4.2.1 Identify contractor's account representative who will be responsible for working with the State. Provide a detailed resume of relevant job skills including their educational and work experiences.

4.2.2 Contractor's appointed account representative shall be the single point of contact between the State and the contractor. The account representative shall be knowledgeable of the terms and conditions of the contract(s) and be authorized to make and implement decisions. Contractor's account representative shall be available to meet with DOA's Contract Administrator, meet with State of Wisconsin relay customers as requested, and oversee all aspects, expectations and requirements of this RFP.

4.2.3 Contractor's staff and representatives shall be knowledgeable of and comply with the terms and conditions of the contract(s) that shall include, at a minimum, methods to handle the following operational processes:

- a. Billing matters
- b. Escalation contacts and process
- c. Trouble reporting
- d. Trouble resolution
- e. Training
- f. Overall account management

Describe how changes to contractor's personnel responsible for working directly with the State under the contract(s) contact information shall be communicated to DOA's Contract Administrator and in what timeframe.

4.2.4 Contract implementation/transition must occur with minimal disruption to relay customers. Describe proposed method(s) for:

- a. Contract implementation/transition process
- b. Maintaining ongoing communications with DOA's Contract Administrator
- c. Format and delivery of the invoice, report and complaint requirements contained in this RFP

The final contract implementation and transition plan shall be subject to DOA's Contract Administrator approval.

4.2.5 Contractor shall notify DOA's Contract Administrator with as much advance notification as is possible regarding acquisitions, mergers or centralization efforts that could affect the contract(s). The State retains the option to negotiate and implement benefits of an acquisition, merger or centralization effort that may be in the best interest of the State.

4.2.6 Contractor shall respond to DOA's Contract Administrator within three (3) business days after receiving notification from DOA's Contract Administrator that a relay customer has placed a

complaint about a contractor staff member. Contractor management response shall include, but is not limited to, a plan to resolve problem with metrics for measurement to ensure correction.

4.2.7 Subject to approval of DOA, proposer may subcontract any work to be performed under the contract(s). The State reserves the right to request additional information prior to such an approval.

4.2.8 Contractor shall provide good faith cooperation at the end of this contract(s) during implementation/transition to next contract(s).

4.3 Proposer References (POINTS AVAILABLE)

Proposers must include in their response to this RFP, a list of four (4) organizations with whom the proposer has done business like that required by this solicitation within the last four (4) years. **DO NOT** list the State of Wisconsin, State of Wisconsin agency or State of Wisconsin individual as a reference. For each organization, the proposer must include the name, title, address, and telephone number of a contact person along with a brief description of the project or assignment which was the basis for the business relationship. It will be determined which, if any, references will be contacted to assess the quality of work performed and personnel assigned to the project. The results will be provided to the evaluation committee and used in scoring the proposal. By signing the proposal and by submitting reference contacts, the proposer releases the reference from any ramifications resulting in the information provided.

4.4 Confidential, Proprietary, and Personally Identifiable Information

In connection with the performance of work hereunder, it may be necessary for the State to disclose to the contractor certain information that is considered to be confidential, proprietary, or containing personally identifiable information. For a period of three (3) years from the date of this contract's termination, the contractor shall maintain the confidentiality of all such information that is clearly identified as confidential, proprietary, or that contains personally identifiable information at the time of first disclosure to the contractor, by using the same degree of care that the contractor takes to hold in confidence its own proprietary information of a similar nature. However, except as to personally identifiable information the contractor shall not be required to keep confidential any information which is or becomes publicly available without fault on the part of contractor, is independently developed by the contractor outside the scope of this contract, or is rightfully obtained from third parties. Contractor shall require all of its employees, agents and representatives assigned to work on this contract to read and sign a non-disclosure statement protecting the State's confidential, proprietary, and personally identifiable information. The contractor shall be responsible for any breach of this provision by any of its employees, agents and representatives.

4.5 Supplier Diversity – Minority Business Program

The State of Wisconsin is committed to the promotion of minority business in the State's purchasing program and a goal of placing a minimum of five (5) percent of its total purchasing dollars with certified minority businesses. Authority for this program is found in Wisconsin Statutes 15.107(2), 16.75(4), and 16.75(5) and 560.036(2). The Department of Administration is committed to the minority business program and with this procurement, the successful contractor is encouraged to purchase 5% of services and supplies from minority businesses certified by the Wisconsin Department of Commerce, Bureau of Minority Development.

The proposing vendor must submit a subcontracting plan of action indicating their utilization of certified minority businesses in their company supply chain and specifically a plan of action for any contract resulting from this solicitation. Include in this response any subcontracting that will be done to support any resulting contract, and any 2nd tier procurements that would be performed in conjunction with a contract.

The Department of Administration will require from the successful contractor a quarterly report of purchases of such supplies and services necessary for the implementation of this contract. A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of Minority Business Program, (608) 267-7806. The list is published on the Internet at: <http://www.doa.state.wi.us/dsas/mbc.htm>.

5.0 FCC MANDATORY MINIMUM STANDARDS FOR TELECOMMUNICATIONS RELAY SERVICE (TRS)

ALL SPECIFICATIONS IN THIS SECTION ARE MANDATORY

FCC Regulations for the Provision of Telecommunications Relay Services (TRS) pursuant to Title IV of the Americans with Disabilities Act (ADA), Pub. L. No. 101-336, § 401, 104 Stat.327, 366-69 (adding Section 225 to the Communications Act of 1934), as amended, 47 U.S.C. § 225. Following are MANDATORY MINIMUM STANDARDS of 47 C.F.R. § 64.601 – 64.606 that must be met by all proposers.

Responses to FCC mandatory minimum standards must be statements “does comply” or “does not comply” followed by detailed explanation of those statements.

5.1 Operational Standards

5.1.1 Communications Assistant (CA)

5.1.1.1 CAs are to be sufficiently trained to effectively meet the specialized communications needs of individuals with hearing and speech disabilities.

5.1.1.2 CAs must provide typing speed of a minimum of sixty (60) words per minute. Technological aids may be used to reach the required typing speeds. Providers must give oral-to-type tests of CA speed.

5.1.1.3 CAs answering and placing a TTY-based TRS call must stay with the call for a minimum of ten (10) minutes. CAs answering and placing an STS call must stay with the call for a minimum of fifteen (15) minutes.

5.1.1.4 TRS providers must make best efforts to accommodate a TRS user’s requested CA gender when a call is initiated and, if a transfer occurs, at the time the call is transferred to another CA.

5.1.1.5 TRS shall transmit conversations between TTY and voice callers in real time.

5.1.2 Confidentiality and Conversation Content

5.1.2.1 Except as authorized by section 705 of the Communications Act, 47 U.S.C. 605, CAs are prohibited from disclosing the content of any relayed conversation regardless of content, and with limited exception for STS CAs, from keeping records of the content of any conversation beyond the duration of a call, even if to do so would be inconsistent with state or local law. STS CAs may retain information from a particular call in order to facilitate the completion of consecutive calls, at the request of the user. The caller may request the STS CA to retain such information, or the CA may ask the caller if he/she wants the CA to retain such information, or the CA may ask the caller if he/she wants the CA to repeat the same information during subsequent calls. The CA may retain the information only for as long as it takes to complete the subsequent call.

5.1.2.2 CAs are prohibited from intentionally altering a relayed conversation and, to the extent that it is not inconsistent with federal, state or local law regarding use of telephone company facilities for illegal purposes, must relay all conversation verbatim unless the relay user specifically requests summarization, or if the user requests interpretation of an American Sign Language (ASL) call. An STS CA may facilitate the call of an STS user with a speech disability so long as the CA does not interfere with the independence of the user, the user maintains control of the conversation, and the user does not object.

5.1.3 Types of Calls